

## Appendix 5-D. AV Releases

### Introduction

These releases are to be used for the various types of production that may be produced through contracts. The exact language in each type of release being used should be reviewed and edited to fit the exact circumstances of the production. Contractors may use their own release forms as long as primary rights of release are conveyed to AHRQ. All new Web content is subject to review to ensure that all of AHRQ's Web projects meet the Agency, Department, and Federal Government's policies.

**\*Note:** Grantees may use these forms if they do not have forms of their own; however, grantees are not required to use these versions, nor are they required to send signed copies to AHRQ.

### Release for Meeting Participants

A Release for Meeting Participants is used when recording large meetings for rebroadcast in which certain people will be speaking and identified. This includes members of the audience who ask questions. If those audience members are not known before they speak, every effort should be made to have them sign the meeting participant release before they leave the room.

[Select here](#) for a PDF version of the sample Meeting Participant Release Form.

In addition, this language should be posted on the door to the meeting, as well as on a sign-in sheet for the general audience:

This meeting is being videotaped [or audiotaped] for public exhibition. The production will include video images [or audio recordings] of the audience. Anyone not wishing to appear in the production is hereby advised against attending this meeting. By entering the premises, you are granting permission to be included in the production for all purposes and in all media. Thank you.

The audience sign-in sheet is to be sure that audience members acknowledge their awareness of the recording and that their images/voices may be recorded. You won't need an additional release unless they become a participant.

[Select here](#) for a PDF version of the sample Meeting Participant Sign-in Sheet.

## Meeting Participant Release Form

[Name and Location of Event]

[Date]

I do hereby authorize AHRQ, [Contractor Name], assignees, successors, and those acting pursuant to its authority to:

Record my participation and appearance at this meeting on videotape, audiotape, film, photograph, or other medium.

Use my name, likeness, voice, and biographical material in connection with or promotion of these recordings.

Exhibit, broadcast, Webcast, store and forward, copy, edit, and/or distribute such recording in whole or in part without restriction or limitation for any educational, commercial, or promotional purpose which AHRQ, assignees, successors, and those acting pursuant to its authority, deem appropriate.

No royalties, compensation, or residuals will be paid.

I hereby waive any right to inspect and approve the rough cut, promotional, or finished product.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

## Meeting Participant Sign-In Sheet

[Name and Location of Event]

[Date]

[Note: This information also should be posted on the meeting room door(s).]

This meeting is being videotaped [or audiotaped] for public exhibition. The production will include video images [or audio recordings] of the audience. Anyone not wishing to appear in the production is hereby advised against attending this meeting. By entering the premises, you are granting permission to be included in the production for all purposes and in all media. Thank you.

If you agree to the statement above, please print and sign your name and add the date below.

Print Name, Then Sign Date

## **Talent Release (Actors)**

This form is a sample of what to use when you hire people who are not government employees as narrators, actors, or extras for a pre-scripted video. This includes any paid and unpaid talent, if you think their participation will be recognizable in the final video. It also includes extras who happen to be actual employees working at your location (such as a hospital or office). It doesn't matter if, ultimately, their image is not used; you should protect the production (and the government's property) by getting the release signed.

[Select here](#) for a PDF version of the Talent Release Form.

If you already have a form that includes the elements in the sample release, you can use it. If your actors are being compensated for their work, the specific amount of compensation should be spelled out. If they are represented by a talent agency, union, or other organization, the representative's contract may substitute for this release as long as it states that the actors are being paid for "worldwide rights in perpetuity." If not cost-prohibitive, negotiate a talent agreement that will not expire.

You also can modify this release for audio production or still photography—just be sure to spell out the type of production and modify the language appropriately.

## **Talent Release Form**

Agency for Healthcare Research Quality (AHRQ)

U.S. Department of Health & Human Services

< TITLE OF PRODUCTION >

< DATE OF PRODUCTION >

I hereby grant to the Agency for Healthcare Research Quality ("AHRQ") and [list any other offices or partners]<sup>1</sup> their assignees, successors, and those acting in pursuant to their authority, permission and worldwide rights in perpetuity to:

(1) Record my participation and appearance on videotape, audiotape, file, photograph, or other medium.

(2) Use my name, likeness, voice, CV, and biographical material [or that of the minor child in my control] in connection with or promotion of this production. In addition, nothing shall require AHRQ to use my name, likeness, voice [or that of my minor child] in any manner.

(3) Exhibit, broadcast, cablecast, Webcast, store and forward, copy, edit, and/or distribute such recording in whole or in part without restriction or limitation for any educational, commercial, or promotional purpose which AHRQ, its assignees, successors, and those acting pursuant to its authority, deem appropriate.

(4a) No royalties or residuals will be paid to me for my participation. [add, if providing non-monetary compensation] I will receive non-monetary or promotional consideration only.

OR

(4b) No royalties or residuals will be paid to me, but I will be paid a fee of \$\_\_\_\_\_ for my participation.

(5) I hereby waive any right to inspect and approve the rough cut, promotional, or finished product.

I warrant that I am over the age of 18 years<sup>2</sup> and that I am free to enter into this Agreement

[on behalf of my minor child].

By signing this release, I hereby agree to hold AHRQ harmless from and against any and all claims, liabilities, losses, or damages that may arise from my participation in this production.

<sup>1</sup>This text should be added if you are working under a partnership.

<sup>2</sup>If a minor is being used, this statement should be amended and additional signature line(s) should be added for a parent or guardian to sign. Unless the participating minor is unable to write, the participant also must sign the release form.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

### **Location Agreement/Release**

This agreement/release is used to obtain official permission to record at a particular location. This is not the same thing as obtaining a government permit to record on government property, in cases when a permit(s) is required.

[Select here](#) for a PDF version of the Location Release.

## **Location Release for [LOCATION]**

For [Purpose or Name of Event]

The undersigned (“Administrator”) hereby grants to the Agency for Healthcare Research and Quality (AHRQ) and [Contractor] (collectively known as the “Producer”) the permission, right, and license to photograph, record, audiotape, and videotape the (“Premises”) [may need to be more specific] located at [complete address with ZIP code] for a media production (“Project”) that is tentatively titled [INSERT NAME].

Under the terms of this agreement, Producer is permitted to occupy and use the Premises for the period beginning [date and time period if relevant]. During this period, Producer may place all necessary sets and equipment on the Premises, including possibly blocking some doors (but not emergency exits), and running extension cords through the hallways.

Producer agrees to exercise reasonable care to protect the Premises from damage and to leave the Premises in the condition in which they were found. Producer warrants that it carries liability insurance that covers the presence of production employees and the operation of equipment on the Premises. Producer further warrants that it will hold the Administrator harmless from, and indemnify against, any injury to any person(s) that may occur on the Premises as a result of Producer’s activities.

Under the terms of this license, any pictures or recordings taken of the Premises, including those of any signs that may appear on the property, will become the sole and exclusive property of AHRQ in perpetuity. AHRQ will retain the full and irrevocable right to produce, copy, distribute, exhibit, and transmit the pictures and recordings by means of broadcast/cablecast, videotape, DVD, print, Internet, or any other electronic or mechanical method or medium now known or hereafter invented. The Administrator’s successors and assigns shall have no right to bring legal action against Producer for any use of the pictures or recordings.

Administrator represents and warrants that Administrator has the full authorization to grant Producer the license and other rights granted herein. Administrator understands that Producer is relying on Administrator’s consent and agreement herein for Producer to proceed with preparation, production, and exhibition of the Project. Administrator agrees to indemnify and hold harmless the Producer, Producer’s employees, agents, assigns, and successors from and against any loss, damage, cost, and liability resulting from any breach by Administrator of any of the terms hereof.

[If there is any fee or other compensation being paid to the location for use of their Premises, it should be spelled out here.]

Nothing in this agreement shall obligate Producer to use the Premises for filming or recording or to include material shot on the Premises in the Project. Producer may at any time cancel this agreement by notifying Administrator in writing of its intent not to use

the Premises. [Again, if there's any compensation due, there should be something here spelling out what happens in case of cancellation.]

**AGREED AND ACCEPTED:**

Administrator:

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For Producer:

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

**HHS Release for Recorded Presentations by Federal Staff**

Specific release for an employee of the U.S. Department of Health and Human Services (HHS) whose presentation(s) is being recorded for later broadcast—Federal employees should not sign other releases for this purpose. This is for recorded presentations only, not for participation in other types of video productions or interviews.

[Select here](#) for a PDF version of the Presentation Agreement.

**Department of Health and Human Services Presentation Agreement**

**Representations.** I hereby represent to \_\_\_\_\_

(Conference Sponsor) that, with respect to the Presentation entitled \_\_\_\_\_,

I have prepared the Presentation as part of my official duties as a Department of Health and Human Services (HHS) employee.

I have obtained permission from copyright owners of any excerpts from copyrighted works that are included in the Presentation and have credited the sources in the Presentation.

**Copyright.** 17 U.S.C § 105 states that copyright protection is not available in the United States for any work of the United States Government. Since the Presentation was done as part of my official duties as an HHS employee, the Presentation is a work of the United States Government and as such is in the public domain. I hereby permit the Conference

Sponsor to record on film, tape, digital storage medium, or otherwise, the above Presentation for any and all uses, except that the Conference Sponsor may not give the appearance that the Department of Health and Human Services endorses any products, services, or policies of the Conference Sponsor or any other non-Federal entity. The Conference Sponsor shall not compensate me for work done as part of my official duties.

This agreement shall be governed and construed in accordance with Federal law as interpreted by the Federal courts in the District of Columbia.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

### **Third-Party Licensing Agreements**

Third-party licensing agreements include, but are not limited to, stock footage (still and video), music, and graphics): these must provide AHRQ with worldwide rights in perpetuity to be distributed by any means and across any distribution platform (existing or to be conceived) as AHRQ sees fit.